

1923

KENYA

C.O.
39132
REC
REG 3 AUG 23

FROM
CRANWORTH, LORD

DATE
6TH AUGUST 1923

FOR CIRCULATION :-
Mr.
Mr.
Mr.
Asst. U.S. of S.
.....
.....
Perm^o U.S. of S.
Parl^o U.S. of S.
Secretary of State.

SUBJECT

FOREST CONCESSION

Comments on proposals and complaints of Forest Officer's attitude to Mr Cole.

Previous Paper

37562

MINUTES

I discussed with Sir R. Coryndon ^{on Wednesday} yesterday. He is clear that the area of 2,000 acres on the west side of Mount Kenya originally granted must be given up, although, as the forest has been fully exhausted, there is not much substance in the point. He agrees that the concessionaires should be allowed to remove timber already cut, in fulfilment of current contracts, and there need be no difficulty about that.

As regards survey fees, the Governor thinks that they might be let off the fees in respect of the original idea, as much of the confusion in question has arisen from the Government's inability to survey the forest at the proper time.

In regard to the appeal for an extension

Handwritten notes:
- 10 days
- 1150 con. 16 and
- Reminder to Gov Kenya 235 con. 21 24 20 9/24
H.A.

Subsequent Paper

23445
- 24

of time, Lord Cranworth is right in saying that this has been obscured in the correspondence following

following his letter of last November (58269). There he asked that the expiration of the lease should be put off from 1932 to 1947, which in effect means starting the 20 years' lease from now instead of from 1912. If we are having a liberal settlement, I see no reason why we should not approve of this extension, and in the new circumstances I do not attach importance to the expression of opinion in 12226/23 that the concessionaires had any claim for an extension of time. Sir F. Moraydon agreed when we discussed yesterday *in company*

I submit drafts.

C.S.
10813

* J.R.
10/8/23

Grundisburgh
Station Bealings.

Grundisburgh Hall.

272
Suffolk

C
37562/28

28
of Aug^r 29.

Kenya

Forest Commission

C O
39132

REC
REC
AUG 23

beg to thank you for your letter of
Aug^r 29 - & for the consideration that
has been given to our claim.

would point out that I am one of
partners, & have no power to bind my
partner without his sanction.

October 1922 we went into the matter

Grundsburgh
Station Beatings

Grundsburgh Hall

(1)

222
Suffolk

C
37562/28

of Aug 5th 22

Kenya	39132
Forest Commission	REC'D REC'D AUG 23

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 October 1922 we went into the matter

together, + sent in a statement of
case, with suggestions (a copy of which
enclose).

In-as-far therefore as page one agrees
our statement I agree. This is not
material, but as you will see they are
quite in accordance.

On p. 2. "they should abandon all claim
any area on the W. side of Kenya" - This
presumably excepts the 2000 acres, which
understand is nearly cut out.

It is probable that contracts have been

Grundsburg
Station Beatings.

(2)

Grundsburg Hall,
213
Suffolk

is filled, but not removed -
any operations cannot be closed down in
moment. Nor do I suppose that this
the intention of the proposal.
demarcation of the new area.

It will be seen that our proposal was in
definite space as recommended by the local
officer.

I agree that this is a matter which
only be settled on the spot, + one in which
sincerely speaking I should lean the utmost

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confidence in intruding to the Forest office
that the present Head of the Department
I must point out [^] is notoriously hostile
Mr. Cole, & has just accused him in writing
& without producing evidence, of most dishonest
conduct.

Survey Fees.

I gladly agree ^{to my part} to whatever H.E. Mr. Robert
Coydon after mature consideration envisages
The proposal however is not quite clear to
me, as I do not think that it is the
that we should pay survey fees twice over
through no default on our part.

will be seen that we appealed for Suffolk
2:4
extension of our lease (p.s).
though it is not mentioned, I take it that
is agreed.
In regard to Mr. Battiscombe's statement re
as to Indians. This is a charge of most
dishonourable conduct - as I was personally on
at the time of the alleged offence
in service, it is a double charge against
particular since it accuses him of receiving
It was deliberately made to H.E. Mr.
with a view of prejudicing our case.

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Program - Grundisburgh.
Station - Bealings.

(3).

Grundisburgh Hall.

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214
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As regards to Mr. Battiscombe's statement re
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If he believes the statement, which he
could most emphatically deny, I think
both he & I, ^{especially to both} have the right to ask for the
production of the evidence. There is no difficulty
about this since it is said to be a written
application & presumably filed.

If however HE is satisfied that the account
is unimpeached I have no wish to make
though I would point out that the charge
was not made in a private but in an
official & circulated letter.
Personally I have unbounded confidence in

Telegram - Grundisburgh.
Station - Boulton.

4.

Grundisburgh Hall.

his honour, so that if he is
satisfied, naturally I am -
I may say that I should like to thank
Sir Robert Compton for the careful consideration
he has given to the case - In making
observations I have, & in pointing out that
I am not in a position to speak for my
colleagues, I would say that for my part I am
ready to leave myself in their hands &
am content to any agreement that they may
make to.

Suffolk
2.15

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both he & I, ^{especially the latter} have the right to ask for the
production of the evidence. There is no difficulty
about this since it is said to be a written
application & promissory note.

If however HE is satisfied that the account
is unfounded I have no wish to make
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Personally I have unbounded confidence in

Programs - Grundisburgh
Station - Bealings.

Grundisburgh Hall.

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Suffolk
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Telegrams - Grundisburgh
Station - Dealings.

Grundisburgh Hall.

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Suffolk
2.5

You may think well to forward this
letter to his Cole.

I have &c.

Lawrence

You may think well to forward this
letter to his Cole.

I have &c.

Lanworth

October 1922.

Sir,

LEASE OF FOREST TO LORD CRANWORTH AND HON. R. B. COLE.

I have the honour to submit to you the following facts in connection with this Lease, and ask that you may give an early and favourable hearing to the appeal with which the statement concludes.

In 1912 Lord Cranworth and Mr. Cole applied to H E Sir Percy Girouard for a lease of 8,000 acres of forest on the slopes of Mt. Kenya. Their application was favourably considered and granted by H E, which grant was ratified by his successor Sir Henry Belfield.

It should be pointed out here that the applicants neither asked for or received any such monetary concession as was given over vast tracts of forest to previous concessionaires e.g. Major ^{GAGAN} Grejan. They pay for the area, not only a rent but the same cutting royalties that any successful applicant for cutting rights receives. Their sole privilege consists in a sure continuity - subject to all safeguards - which enables them to lay down their plant without fear for the immediate future.

Mr. Cole was instructed by sir Henry Belfield to delineate his boundaries. This he did, indicating 6000 acres in a strip running from the Narre Meru river to the Thago river on the western slopes of Kenya, and 2000 acres on the South western slopes, (vide letter now in the Forest Office at Nairobi). The Lease was duly signed in 1915, but, doubtless owing to the war and subsequent reconstruction, a surveyor was not actually sent out till the present year. Meanwhile a Capt. Barry had been given cutting rights over one half the area for which we had applied. This area he has worked continuously and practically cut out. Accordingly on the somewhat belated arrival of the surveyor it was found that of the 6000 acres for which we successfully applied only 2000 were available. In exchange we were offered 4000 acres consisting almost entirely of bamboo on the upper rim of the forest belt, and of scrub bush on the lower rim. As neither have any marketable value we were unable to accept the offer. It has since been recommended by the local forest officer that the 4000 acres in question should be attached to the 2000 granted us on the south western slopes, lying further to the south west on that block and bounded by the Magati river to the north and the Namathambi river to the south. This recommendation seems to us just and reasonable and we are prepared to accept it.

At the same time we venture to appeal for the two following concessions,

- (1) That our lease which expires in 1932 be extended to 1942. We cannot think that this can be fairly objected to seeing that our lease was originally 20 years, and for the first 10 years we have not been in possession of the leased property. X
- (2) That the Block of 6000 acres (presuming that the recommendation of the local Forest Officer be upheld; be increased to 12,000 acres. In favour of this we would urge:-
 - (a) That not only is 12,000 acres an insignificant area in comparison with huge concessions granted earlier, but that it is actually a minimum area which would justify the erection of anything larger than a Bush-mill.
 - (b) That we are not asking therein any rights other than those open to the applicant for cutting rights. Therefore no injustice to other applicants is to be considered, nor any possibility of loss of Revenue to the Government.
 - (c) That it is manifestly impossible to erect valuable machinery or to raise the necessary capital for an area the life of which is so short.
 - (d) That the area to be leased is less than a twentieth of the timber area in sight on Mt. Kenya.
 - (e) That the timber in this area consists of heavy timber which requires costly machinery both to haul and to convert, and thereby the large quantities of oxen necessitated in small mills are avoided. Such oxen are apt to be detrimental to native interests.
 - (f) That we who are anxious to form a Company for this purpose are already faced not only with the competition of a business rival who is actually working the forest which was originally assigned

to us, but also with those people who are working a concession of over 100,000 acres on which they have a practically negligible royalty to pay.

We believe that these considerations will enable you to come to the conclusion that our application is a fair and reasonable one, that to grant it will inflict no injustice on any inhabitant black or white, while it will be calculated to bring much-needed capital into the country and revenue to the Government.

we have the honour to be,

Sir
Y^r &c.

39132/23 Kenya.

DOWNING STREET,

16 August, 1923.

Sir,

With reference to my telegram of the 2nd of August, I have the honour to transmit to you the accompanying copy of correspondence regarding the revision of the terms of the Forest Concession granted to Lord Cranworth and the Honourable R. Berkeley Cole on the slopes of Mount Kenya.

2. Lord Cranworth's letter of the 6th of August was discussed with Sir Robert Coryndon before his departure from this country, and I understand that he was prepared to agree that the concessionaires should be allowed to remove all timber cut and still lying on their present area before they relinquish their rights over that area, and further to consent to an extension of the period of the

DRAFT.

YA.
1158
A. G.

MINUTE.

- Mr. Bottomley. 6.8.23.
- Mr.
- Mr.
- Sir C. Davis.
- Sir G. Grindle.
- + Sir H. Read.
- Sir J. Masterton Smith.
- Mr. Ormsby-Gore.
- Duke of Devonshire.

R. Coryndon 25 Aug (3726)
200: Cranworth 3 Aug (1)
200: Cranworth 6 Aug (39/32)
200: 16 Aug (")
att. ltr.

2 dfts.

lease from 1932 to 1942, as requested in Lord Cranworth's letter of the 30th of October 1922, a copy of which was enclosed in my despatch No. 1744 of the 6th of December.

3. Further, Sir H. Coryndon was prepared to give consideration to the question whether, in the circumstances which led to the delay in the survey of the original area, the liability of the concessionaires should not be confined to the survey fees which will be payable on the demarcation of the new area of 6,000 acres on the south west slope of the Mountain.

4. I shall be glad if the matter can be taken up with Mr. Berkeley Cole, to whom a copy of Lord Cranworth's letter should be communicated; and, subject to his concurrence, an agreement should now be prepared embodying the proposed conditions in a draft lease of the new area.


5. With regard to the complaint

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5. With regard to the complaint made by Lord Cranworth as to the
Chief



Chief Forestry Officer's allegation, that an attempt was made to sell or sub-lease the land to an Indian, I should be glad if enquiry could be made as to the foundation for the statement. I observe, from paragraph 9 of Sir Robert Coryndon's despatch No. 371 of the 8th of March, that ~~not only was the attempt made but the~~ application for the transfer of the lease to an Indian was actually sanctioned. It would appear, therefore, that there must be full documentary evidence existing on the subject, and, while I am not prepared to accept Lord Cranworth's view that such a transaction involved any question of dishonour on the part of the concessionaires or either of them it is obviously desirable that the matter should be cleared up.

I have etc.

(Signed) DEVONSHIRE

39132/23 Kenya.



DOWNING STREET,

16 August, 1923.

My Lord,

I am etc. to acknowledge the receipt of your letter of the 6th of August, regarding the proposals of the Government of Kenya for the revision of the concession granted to you and the Hon.R.Berkeley Cole, of a forest area on the slopes of Mount Kenya.

2. The matter has been discussed with ^{Coryndon} ~~Sir Robert~~ in this country, and a despatch has been sent out to the Government of Kenya which His Grace hopes will lead to a satisfactory solution of the question, if Mr.Berkeley Cole is prepared to agree to the conditions proposed. A copy of your letter is being sent out for communication to Mr.Cole, as showing that you are prepared to leave the matter in his hands.

3. I am to state that it is hoped

DRAFT.

He
CAPTAIN LORD CRANWORTH, M.C.
h

MINUTE.

Mr. Bottomley. 10.8.23

Mr.

Mr.

Sir C. Davis.

Sir G. Grindle.

Sir H. Read. 10

Sir J. Masterton Smith

Mr. Ormsby-Gore.

Duke of Devonshire

By Secy 10.8.23

7/5/23

*Copy to Mr. 1 hand.
now with 39132 - 2 sig 87*

hoped that the points of detail raised
in your letter may be met to a very
large extent, but the matter is
essentially one for detailed considera-
tion by Sir R. Coryndon on his arrival
in Kenya.

I am etc

4. It would appear that
the Colonial Office letter of
the 3rd of August and
its enclosure were returned
with your reply by air mail.
These papers are accordingly
returned to you via this
con.

(Signed) H J READ

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